

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

SHERYL DENNIS,

Plaintiff,
v.

STEWARD HEALTHCARE SYSTEMS, LLC.

Defendant.

Case No.: 4:23-cv-3194

**PETITION TO CONFIRM
ARBITRATION AWARD**

INTRODUCTION

Pursuant to 9 U.S.C. § 9, Plaintiff Sheryl Dennis (“Plaintiff” or “Dennis”) petitions this Court to confirm the arbitration award against Steward Healthcare Systems LLC. (“Steward”), dated June 26, 2023, in an arbitration captioned Sheryl Dennis v. Steward Healthcare Systems LLC, JAMS Case No. 5300000083 (the “Arbitration”), and alleges:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction of this action pursuant to the Federal Arbitration Act, 9 U.S.C. §§1, 9. The Federal Arbitration Act applies to this proceeding pursuant to 9 U.S.C. § 9, because the arbitration arose out of an agreement between the parties to arbitrate an employment dispute which became the subject of the arbitration and all parties consented to and participated in the arbitration.

2. This Court has personal jurisdiction and venue over Defendant pursuant to 28 U.S.C. § 1391(b) and 31 U.S.C. § 3732(a). Jurisdiction is proper over the Defendant because the Defendant can be found in, resides in, and/or has transacted business within this Court’s jurisdiction, and the arbitration at issue occurred within this district and the arbitration award was entered within this district.

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1331 (b) & (c) and 31 U.S.C. § 3732(a) because Defendant resides in or transacts business in this district and because a substantial portion of the events or omissions giving rise to the claims (including the arbitration proceeding) occurred in this district.

II. PARTIES

4. Plaintiff Sheryl Dennis is an individual residing in Harris County, Texas.

5. Defendant Steward Healthcare Systems LLC is a limited liability corporation incorporated in Texas.

III. THE ARBITRATION

6. On May 30, 2022, Dennis submitted her Statement of Claims to JAMS, asserting three retaliation claims against Steward. She submitted an amended Statement of Claims to JAMS on June 24, 2022, asserting the same three claims. The arbitration hearing went forward on May 10, 11 and 12, 2023.

7. On June 26, 2023, the JAMS Arbitrator entered a Final Award (relevant portions, attached hereto as Exhibit A.)

8. The Final Award awarded Dennis an award of \$343,334.83, plus post-judgment interest pursuant to Texas law.

9. Steward did not challenge the award, ask for reconsideration, or take any other action to dispute the award, and there are no grounds to vacate or amend the award. The Final Award is final and binding on the parties.

10. Two months have passed since the Final Award was issued. Plaintiff has attempted to obtain payment from Steward but Steward has not paid the award nor committed to a date by which it would pay the award.

11. Therefor the Award should be confirmed, and Steward should be ordered to pay the amount of the award, with post-judgment interest, as well as the additional court costs and attorney's fees associated with the filing of this lawsuit, which were necessitated by Steward's failure to pay the Award.

IV. PRAYER

WHEREFORE, Petitioner respectfully requests that:

- (a) The Court confirm the Final Award against Steward in its entirety;
- (b) The Court enter judgment in favor of Dennis and against Steward in the amount of \$343,334.83 as set forth in the Final Award, together with interest thereon;
- (c) The Court award Petitioner reasonable attorney's fees and costs associated with the filing of this lawsuit; and
- (d) The Court order such other and further relief as the Court deems just and proper.

Dated: August 29, 2023

Respectfully submitted,

/s/ Cory S. Fein
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